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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

FILE COPY

LEONARD A. SZPLETT, an individual,
PLAINTIFF,
VS.

KENCO LOGISTIC SERVICES, LLC,
a TENNESSEE LIMITED LIABILITY
COMPANY, MARS, INC., The
HARTFORD, DAVID JABALEY,
MARIO LOPEZ, TAMMI FOWLER,
PAULA HISE, TRACE SPIER,
ROBERT COFFEY, TODD
MOORE, JAY ELLIOTT, DAVID
CAINES, MICHAEL MANZELLO,
DWIGHT CRAWLEY, and KELVIN
WALSH

DEFENDANTS.

FILED

JUL 15 2019

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

1:19-cv-02500
Judge: Gary Feinerman
Magistrate Judge: Young B. Kim

PLAINTIFF'S MOTION TO RESPOND TO DEFENDANTS' MOTION(S) TO
DISMISS

NOW COMES Plaintiff, Leonard A. Szplett, Pro Se, Motion for leave
to respond to Defendants' Motion(s) to Dismiss and for his good cause shown
in support of his motion Plaintiff states the following; THAT:

1. Plaintiff believes, asserts and contends that his claims under 42 USC
1981 and 18 U.S.C. §1962(c) & (d) were timely filed.

2. In April of 2013, Plaintiff entered into a written agreement with Defendants Kenco Mars to continue his employment at the Mars Manteno facility.
3. The agreement indicated that in exchange for Plaintiff performing HR and Accounting duties Plaintiff would be compensated monetarily with a salary and with benefits; these benefits include Short Term Disability and other fringe benefits.
4. Plaintiff also contends that Defendants Mars, Kenco and The Hartford are in Principal/agency relationships along with the remaining Defendants.
5. 42 USC 1981 covers the making and enforcement of contracts (agreements)- “the term “make and enforce contracts” includes the making, performance, modification, and termination of contacts, and the enjoyment of all benefits, privileges, terms, and condition of the contractual relationship.”
6. Plaintiff contends and asserts that there were several discrete acts of discrimination that occurred in April of 2015 and several months later in August of 2015.
7. Plaintiff received Defendants’ motions on July 10, 2019 by email.
8. Plaintiff received Defendants’ motions by mail on July 13, 2019.
9. Consequently, Plaintiff requests that he be afforded his due process to properly reply to the Defendants’ motions to dismiss.

CERTIFICATE OF SERVICE

Please take notice that on July 15, 2109 I, Leonard A. Szplett, hereby do, certify that I did file a MOTION FOR LEAVE TO RESPOND TO DEFENDANTS MOTION(S) TO DISMISS with the NORTHERN DISTRICT OF ILLINOIS in the foregoing matter of Case No. 1:19 CV-02500 and have served the persons identified on the docket's service list and have served the persons identified on the docket's service list through Notice of Electronic Filing generated by the Court's CM/ECF system through the Clerk's Office.

Respectfully Submitted this 15 Day of July 2019 by:



Leonard Szplett
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